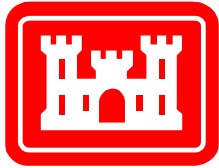


Memphis District

Invitation for Bid No. DACW66-01-T-0002



**US Army Corps
of Engineers®**

Project Title:

ASPHALT RESURFACING OF ACCESS ROAD

Location:

GUSTON, MEADE COUNTY, KENTUCKY

**Construction Request for Quotation
and Statement of Work**

THIS IS A TOTAL SMALL BUSINESS SET-ASIDE

Date: OCT 2000

TABLE OF CONTENTS

Cover Sheet

Table of Contents

SF1449 – Solicitation/Contract/Order for Commercial Items

Statement of Work

Wage Rates – General Decision No. KY000027

Representations, Certifications and Clauses

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER W38XGR-0145-0857				PAGE 1 OF 1	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER DACW66-01-T-0002		6. SOLICITATION ISSUE DATE 10/12/00		7. FOR SOLICITATION INFORMATION CALL:	
a. NAME ESTELLA C. BLACKMAN		b. TELEPHONE NUMBER (No collect calls) (901) 544-0778		8. OFFER DUE DATE/LOCAL TIME 10/26/00 COB	
9. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT 167 N. MAIN ST., B202 MEMPHIS, TN 38103-1894		CODE B1P0100		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 1611 SIZE STANDARD: \$17.0M	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY MIKE GATEWOOD 901/544-0950 2915 RIVERPORT ROAD MEMPHIS, TN 38109	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USAED MEMPHIS USACE FINANCE CENTER MEMPHIS, TN 38054-5005	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
0001	Asphalt Resurfacing of Access Road at Guston, Meade County, Kentucky NAICS-234110 SIZE \$27,500,00.00 (Attach Additional Sheets as Necessary)			1	LS
23. UNIT PRICE				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR IS ATTACHED. ADDENDA <input type="checkbox"/>	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER	
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		35. AMOUNT VERIFIED CORRECT FOR
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER
41c. DATE			42a. RECEIVED BY (Print)		40. PAID BY
42c. DATE REC'D (YY/MM/DD)			42d. TOTAL CONTAINERS		

FEDERAL AVIATION ADMINISTRATION
SPECIFICATIONS
FOR
RESURFACING ACCESS ROAD
AT THE
MYSTIC VHF OMNIRANGE (MYS VOR) FACILITY
GUSTON, KY

GENERAL:

1.1. SITE LOCATION: The Mystic VHF Omnirange (MYS VOR) facility is located off of highway #428 near the township of Guston, Kentucky.

Note: This is a controlled access facility and the gates are locked. Point-of-contact is the System Service Manager at Louisville, Kentucky, (502) 375-7362.

2. SCOPE OF WORK: These specifications cover the requirements of the Federal Aviation Administration for supervision, labor, materials, equipment, tools and supplies and their use in connection with the refurbishment of the facility access road. The area receive the chip and seal is 3,687 square yards of an access road beginning at the first cattle guard from highway #428 and ending at Mr. Claycomb's house.

IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR MAKE AN ON SITE INSPECTION TO EVALUATE THE RESTRICTED WORK AREAS AND EXISTING SITE CONDITIONS BEFORE HE SUBMITS HIS BID. (All expenses for the recommended site visit shall be responsibility of the contractor. The U.S. Government shall not reimburse any expenses incurred for the purpose of soliciting bids for this contract.)

This project requires:

1. Roll back vegetation from the edges of the road.
2. Patch all potholes and cracks with hot mix asphalt and compact.
3. Broom sweep all surfaces that will receive the chip and seal application.

The resurfacing of approximately 2,765 feet in length and twelve (12) feet wide of an existing chip and seal roadway shall be accomplished by a single application of chip and seal (oil emulsion) as follows:

- A. Apply 1,814 gallons of RS-2 oil evenly over the primed 3,687 square yards as described above.
- B. Apply 91 tons of chip rock #9 evenly over the 3,687 square yards and roll for proper compaction and adhesion. (NOTE: A rough aggregate has been specified. River run gravel shall not be accepted.)

Application of chip and seal shall be the standard method in use by locality. The equipment used for spreading and compacting the surface material shall be equipment that is suitable for road construction. Farm tractors and or residential implement will not be accepted.

3. CRITERIA FOR BIDDING. - Base bids on the following criteria has been solicited from business located within a 40 mile radius who are currently listed as road contractor' and were slected from a local "Yellow Page" internet program.
4. PAYMENT- Payment shall be made in full by U.S. Government Acquisition and conforming to contract solicitation.
5. COMPACTION- Compaction shall be accomplished by a roller implement.
6. PROTECTION OF EXISTING UTILITIES. - The FAA does not have any cable in the work area. The contractor is responsible for the location of utility lines, and utility structures. Where the exact locations of existing ducts, pipes or cables, etc., are required for construction purposes, they shall be determined by the contractor in the field. The contractor shall obtain utility locations from the utility owners (in the work area) prior to any excavation work. The contractor shall be responsible for the restoration of service to any facilities impacted by his operations.
7. SITE RESTORATION.- All trash, scrap, debris and unused contractor furnished materials shall be moved from the site.
8. PRIME COAT- Apply prime coat to all areas to be surfaced and a minimum of six inches (6") beyond the edge of the bituminous surface
9. INVOICES. Submit invoices to: Mike Gatewood, 2915 Riverport, Memphis, TN 38109.
10. SAFETY-RELATED SPECIAL REQUIREMENTS. All work under this contract shall comply with the latest version of U.S. Army, Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, and Occupational Safety and Health Act (OSHA) Standards in effect on the date of the solicitation. No separate payment will be made for compliance with EM 385-1-1, nor for compliance with any of the other safety related special requirements.
11. COMPLETION within twenty (20) days of notice of award.
12. INSURANCE REQUIREMENTS FOR WORK ON GOVERNMENT PROPERTY.
 - a. In accordance with the CONTRACT CLAUSE entitled "Insurance - Work on a Government Installation", the Contractor shall procure and maintain during the entire performance period of this contract insurance of at least the minimum amounts set forth below:

<u>Type</u>	<u>Amount</u>
Workmen's Compensation and Employer's Liability Insurance	\$100,000 or statutory
Comprehensive: General Liability	\$500,000 per occurrence

Automobile Liability:

- | | |
|---------------------|--|
| (1) Bodily Injury | \$200,000 per person
\$500,000 per occurrence |
| (2) Property Damage | \$ 20,000 per occurrence |

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written evidence of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer.

END OF STATEMENT OF WORK

General Decision Number KY000027

General Decision Number KY000027 Superseded General Decision No. KY990027

State: Kentucky

Construction Type:

HEAVY

HIGHWAY

County(ies):

ANDERSON	GALLATIN	MERCER
BATH	GRANT	MONTGOMERY
BOURBON	GRAYSON	NELSON
BOYD	GREENUP	NICHOLAS
BOYLE	HARDIN	OLDHAM
BRACKEN	HARRISON	OWEN
BRECKINRIDGE	HENRY	ROBERTSON
BULLITT	JEFFERSON	ROWAN
CARROLL	JESSAMINE	SCOTT
CARTER	LARUE	SHELBY
CLARK	LEWIS	SPENCER
ELLIOTT	MADISON	TRIMBLE
FAYETTE	MARION	WASHINGTON
FLEMING	MASON	WOODFORD
FRANKLIN	MEADE	

Heavy and Highway Construction Projects

Modification Number Publication Date

0	02/11/2000
1	02/18/2000
2	03/24/2000
3	05/05/2000

COUNTY(ies):

ANDERSON	GALLATIN	MERCER
BATH	GRANT	MONTGOMERY
BOURBON	GRAYSON	NELSON
BOYD	GREENUP	NICHOLAS
BOYLE	HARDIN	OLDHAM
BRACKEN	HARRISON	OWEN
BRECKINRIDGE	HENRY	ROBERTSON
BULLITT	JEFFERSON	ROWAN
CARROLL	JESSAMINE	SCOTT
CARTER	LARUE	SHELBY
CLARK	LEWIS	SPENCER
ELLIOTT	MADISON	TRIMBLE
FAYETTE	MARION	WASHINGTON
FLEMING	MASON	WOODFORD
FRANKLIN	MEADE	

BRIN0004D 04/01/1999

Rates

Fringes

BRECKINRIDGE COUNTY:

BRICKLAYERS 22.41 5.15

BRKY0001G 06/01/1999

Rates

Fringes

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER & TRIMBLE

COUNTIES:		
BRICKLAYERS	18.98	4.53

BRKY0002F 06/01/1999		
	Rates	Fringes
BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:		
BRICKLAYERS	21.21	5.79

BRKY0007D 06/01/1998		
	Rates	Fringes
BOYD, CARTER, ELLIOTT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:		
BRICKLAYERS	21.67	6.70

BRKY0017D 06/01/1998		
	Rates	Fringes
ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:		
BRICKLAYERS	15.50	2.55
LAYOUT MEN	15.75	2.55

CARP0064A 07/01/1999		
	Rates	Fringes
CARPENTERS	19.20	5.18
PILEDRIWMEN	19.45	5.18
DIVERS	29.175	5.18

CARP1031P 06/01/1999		
	Rates	Fringes
ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT & WOODFORD COUNTIES:		
MILLWRIGHTS	18.89	6.74

CARP1031Q 06/01/1999		
	Rates	Fringes
BOYD, CARTER, ELLIOTT, FLEMING, GREENUP, LEWIS, MASON, ROBERTSON & ROWAN COUNTIES:		
MILLWRIGHTS	19.81	11.81

CARP1031R 06/01/1999		
	Rates	Fringes
BRECKINRIDGE, BULLITT, CARROLL, GALLATIN, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:		
MILLWRIGHTS	20.41	8.74

CARP1066D 09/01/1999		
	Rates	Fringes
BRACKEN & GRANT COUNTIES:		
MILLWRIGHTS	21.90	7.92

ELEC0183C 06/01/1997		
	Rates	Fringes
ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, SCOTT & WOODFORD COUNTIES:		

ELECTRICIANS	19.70	6.24

ELEC0212Q 06/01/1999		
	Rates	Fringes
BRACKEN, GALLATIN & GRANT COUNTIES:		
ELECTRICIANS	21.80	6.91

ELEC0317L 06/02/1999		
	Rates	Fringes
BOYD, CARTER, ELLIOTT & ROWAN COUNTIES:		
ELECTRICIANS:		
Electricians	21.01	10.98
Cable Splicers	22.06	11.01

ELEC0369J 08/01/1999		
	Rates	Fringes
BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:		
ELECTRICIANS	22.60	6.91

ELEC0575B 06/01/1999		
	Rates	Fringes
FLEMING, GREENUP, LEWIS & MASON COUNTIES:		
ELECTRICIANS	24.50	6.905

ENGI0181Y 01/01/2000		
	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	20.35	6.90
GROUP 2	17.93	6.90
GROUP 3	18.31	6.90
GROUP 4	17.67	6.90
POWER EQUIPMENT OPERATOR CLASSIFICATIONS		
GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment		
GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer		

(Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES WITH BOOMS 150 ft. & Over (Including JIB) \$.50 Premium
EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%
ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044I 06/01/1999

	Rates	Fringes
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);		
CARROLL (Eastern third, including the Township of Ghent);		
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);		
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);		
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);		
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);		
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) &		
BRACKEN, GALLATIN, GRANT, HARRISON & ROBERTSON COUNTIES:		

IRONWORKERS:

Structural	20.90	9.84
Fence Erector	18.81	9.84

IRON0070J 06/01/1999

	Rates	Fringes
BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);		

CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
 CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
 OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
 SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);
 ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD COUNTIES:
 IRONWORKERS 20.96 9.67

 IRON0372F 06/01/1999

	Rates	Fringes
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);		
CARROLL (Eastern third, including the Township of Ghent);		
FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);		
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);		
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);		
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);		
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall);		
BRACKEN, GALLATIN, GRANT, HARRISON & ROBERTSON COUNTIES:		
IRONWORKERS, Reinforcing:		
Up to & including 25-mile radius of Hamilton County, Ohio Courthouse	20.72	9.05
Beyond 25-mile radius of Hamilton County, Ohio Courthouse	20.97	9.05

 IRON0769G 06/01/1999

	Rates	Fringes
CLARK (Eastern third, including Townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);		
FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);		
MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);		

NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout);
BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
COUNTIES:

IRONWORKERS:

ZONE 1	22.51	10.02
ZONE 2	22.91	10.02
ZONE 3	24.91	10.02
ZONE 1 - Up to 10 mi. radius of union hall, Ashland, Ky., 1643 Greenup Avenue		
ZONE 2 - 10 to 50 mi. radius of union hall;		
ZONE 3 - 50 mi. radius and beyond		

LABO0189C 07/01/1999

	Rates	Fringes
LABORERS:		
GROUP 1	15.35	5.13
GROUP 2	15.60	5.13
GROUP 3	15.65	5.13
GROUP 4	16.25	5.13

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; & Wrecking of Concrete Form

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller

GROUP 3 - Air Track Driller; Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Powderman & Blaster; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free Air); & Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air)

* PAIN0118D 05/01/2000

	Rates	Fringes
ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:		

PAINTERS:

Brush	16.77	4.35
Abrasive Blaster; Fireproofing; Lead Abatement; Spray; & Waterblasting 4000 PSI and Above	17.27	4.35

PAIN0643E 06/12/1999

	Rates	Fringes
BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:		
PAINTERS:		

Tanks	19.70	4.30
Elevated Tanks (40 feet or Over)	20.70	4.30

(HEAVY & HIGHWAY BRIDGES - GUARDRAILS-LIGHTPOLES-
STRIPING):

Bridge/Equipment Tender and/or Containment Builder	17.60	4.30
Brush & Roller	19.70	4.30
Spray	20.20	4.30

Sandblasting & Hopper Tender; Water Blasting	20.45	4.30
---	-------	------

Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects	20.70	4.30
---	-------	------

Sandblasting, Hopper Tender, Waterblasting (Bridges when highest point of clearance is 60 feet or more)	21.45	4.30
--	-------	------

PAIN1072D 06/01/1998

	Rates	Fringes
BOYD, CARTER, ELLIOTT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:		
PAINTERS:		

Bridges	22.02	5.30
All Other Work	18.68	5.30

PAIN1072F 09/30/1997

	Rates	Fringes
BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:		

PAINTERS:		
Bridges	21.88	5.03
All Other Work	14.70	3.06

PLUM0107F 08/01/1999

	Rates	Fringes
BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:		

PLUMBERS; GAS FITTERS:

Plumbing contracts less than \$150,000.00	17.84	5.32
All Other Plumbing contracts	22.76	5.32

PLUM0248C 06/01/1999

	Rates	Fringes
--	-------	---------

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

PLUMBERS & STEAMFITTERS	21.56	10.57
-------------------------	-------	-------

PLUM0392H 06/01/1999

	Rates	Fringes
BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:		

PIPEFITTERS & PLUMBERS	24.50	6.41
------------------------	-------	------

PLUM0452C 11/01/1999

	Rates	Fringes
ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN (Eastern one-fourth), HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, SCOTT & WOODFORD COUNTIES:		

PIPEFITTERS & PLUMBERS:

Projects over 1 1/2 million dollars in piping contracts:

ZONE 1	21.85	5.12
--------	-------	------

ZONE 2	22.85	5.12
--------	-------	------

Projects under 1 1/2 million dollars in piping contracts:

ZONE 1	18.47	5.12
--------	-------	------

ZONE 2	19.47	5.12
--------	-------	------

ZONE 1 - Within 25 mile radius of Fayette County Courthouse

ZONE 2 - Beyond 25 mile radius of Fayette County Courthouse

* PLUM0522D 08/01/1999

	Rates	Fringes
BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:		

PIPEFITTERS & STEAMFITTERS	24.40	6.73
----------------------------	-------	------

SUKY2003A 02/05/1996

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.62	5.92
GROUP 2	14.73	5.92
GROUP 3	14.91	5.92
GROUP 4	14.94	5.92
GROUP 5	15.01	5.92

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole

Trailer when used to pull building materials and equipment;

Tandem Axle Dump; Distributor; & Truck Mechanic

GROUP 4 - Mixer

GROUP 5 - Euclid & Other Heavy Earthmoving Equipment & Lowboy;

Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in

transporting materials; Ross Carrier; Forklift when used to

transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

REPRESENTATIONS, CERTIFICATIONS AND CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-3	Convict Labor	AUG 1996
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials	FEB 2000
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991

52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234110.

(2) The small business size standard is \$27,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of

Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being

considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have

requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)
\1\			

Item 1

Foreign construction material....

Domestic construction material...

Item 2

Foreign construction material....

Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where

the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: John Osborne, System Service Manager

Address: Louisville, KY

Telephone: (502) 375-7362

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.0-4031 CORPORATE CERTIFICATION

IF A BIDDER IS A CORPORATION OR IF CORPORATION IS PARTICIPATING IN A JOINT VENTURE, PLEASE COMPLETE THE FOLLOWING CERTIFICATION:

I, _____, certify that I am secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor; was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

(Secretary)

IF A CORPORATION IS PARTICIPATING AS A JOINT VENTURE, ITS SECRETARY MUST SUBMIT A CERTIFICATE STATING THE CORPORATION IS AUTHORIZED TO PARTICIPATE.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter “CAGE” before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

(a) Definitions. As used in this clause --

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

- (1) Place nothing upon the landing areas without the authorization of the Contracting Officer;
- (2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;
- (3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;
- (4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);
- (5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and
- (6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

- (1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;
- (2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and
- (3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

END OF CLAUSES